

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 14	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-C-0009		3. Award/Effective Date 2002OCT25		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name CEAN HARTLEBEN		B. Telephone Number (No Collect Calls) (309)782-3429		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 e-mail: HARTLEBENC@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule	
						12. Discount Terms	
						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOA5	
						14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001		Code W25G1U		16. Administered By DCMA HARTFORD 130 DARLIN ST EAST HARTFORD CT 06108-3234			
Telephone No.				Code S0701A			
17. Contractor/Offeror OKAY INDUSTRIES INC 200 ELLIS ST P O BOX 2470 NEW BRITAIN CT 06050		Code 33710 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			
Telephone No.				Code HQ0337			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$3,874,000.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309)782-6736		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
41a. I Certify This Account Is Correct And Proper For Payment				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
				38. S/R Account Number		39. S/R Voucher Number	
				40. Paid By			
41b. Signature And Title Of Certifying Officer				41c. Date		42a. Received By (Print)	
						42b. Received At (Location)	
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.245-4576 TACOM-RI	NOTICE OF DEMILITARIZATION REQUIREMENT	MAR/1995

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

(AS7500)

ITEM: MAGAZINE, 30 ROUND
NSN: 1005-00-921-5004
P/N: 8448670

COMMERCIAL PROCEDURES AND CLAUSES UNDER FAR PART 12 "ACQUISITION OF COMMERCIAL ITEMS" ARE BEING USED. THE FOLLOWING APPLIES TO THIS ONE-TIME PURCHASE:

- THE MAGAZINES TO BE DELIVERED UNDER THIS CONTRACT SHALL BE IDENTICAL IN DESIGN, QUALITY AND PERFORMANCE AS THOSE MAGAZINES BEING DELIVERED TO COLT'S MANUFACTURING COMPANY (COLT'S) FOR COLT'S U.S. GOVERNMENT 5.56MM M4 CARBINE PRODUCTION AND FN MANUFACTURING INC. (FNMI) FOR FNMI'S U.S. GOVERNMENT 5.56MM M16A2 AND M16A4 PRODUCTION. ANY CHANGES OR DEVIATIONS TO THE DESIGN SHALL BE SUBMITTED TO THE PROCURING CONTRACTING OFFICER FOR EVALUATION AND APPROVAL.
- A PREPRODUCTION TEST WILL BE REQUIRED IN LIEU OF A STANDARD FIRST ARTICLE TEST. THE PREPRODUCTION TEST WILL INCLUDE THE CONTRACTOR PROVIDING FIRST PIECE INSPECTION REPORTS FOR ALL FINAL DRAWING DIMENSIONS AND VERIFICATION OF SPECIAL PROCESSES ON FIVE EACH OF DRAWING NUMBER 8448674. THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER, IN WRITING, AT LEAST 15 DAYS BEFORE THE BEGINNING OF PREPRODUCTION TESTING. THIS IS IN ORDER FOR A REPRESENTATIVE OF TACOM-RI TO WITNESS THIS TESTING. THE PREPRODUCTION TESTING SHALL BE SCHEDULED AT LEAST 30 DAYS IN ADVANCE SO THAT THE CONTRACTOR IS ABLE TO DELIVER AS REQUIRED BY THE CONTRACT. IT SHOULD BE NOTED THAT THE FIRST MONTH'S PRODUCTION LOT OF MAGAZINES WILL NOT BE ACCEPTED BY THE GOVERNMENT OR SHIPPED UNTIL THE DATA HAS BEEN REVIEWED AND ACCEPTED BY THE GOVERNMENT. THIS IS ANTICIPATED TO OCCUR ON SITE. IN THE EVENT THE PREPRODUCTION TEST SHOW THAT THERE IS A DEFECT OR DEFICIENCY IN THE PRODUCT OR CONTRACTOR'S PROCESS(ES), THE CONTRACTOR AGREES TO TAKE IMMEDIATE CORRECTIVE ACTION AT NO COST TO THE GOVERNMENT. IF THE CORRECTIVE ACTION DELAYS DELIVERY BY MORE THAN TWO WEEKS, THE CONTRACTOR SHALL PROPOSE A REVISED DELIVERY SCHEDULE AND APPROPRIATE CONSIDERATION FOR THE GOVERNMENT'S REVIEW AND ACTION, AS NECESSARY. AFTER SUCCESSFUL COMPLETION OF THE PREPRODUCTION TEST, THE CONTRACTOR WILL PROVIDE A CERTIFICATE OF CONFORMANCE FOR THE PREPRODUCTION LOT.
- TO THE EXTENT THAT OKAY INDUSTRIES' MAGAZINES ARE TESTED BY COLT'S FOR COLT'S 5.56MM M4 CARBINE PRODUCTION AND FNMI FOR FNMI'S M16 RIFLE PRODUCTION AND ARE DETERMINED TO BE DEFECTIVE OR NONCONFORMING, OKAY INDUSTRIES AGREES TO INCORPORATE ANY AND ALL CORRECTIVE ACTION(S) RESULTING FROM COLT'S TESTING INTO THIS PROCUREMENT. THIS IS TO ENSURE THAT THE MAGAZINES TO BE DELIVERED TO THE GOVERNMENT ARE CONFORMING AND OF IDENTICAL QUALITY AND PERFORMANCE TO THE ONES BEING MANUFACTURED FOR COLT'S AND FNMI.
- A CERTIFICATE OF CONFORMANCE (COC) WILL BE REQUIRED WITH EACH LOT DELIVERED. THIS COC WILL CERTIFY THAT THE GOVERNMENT HAS BEEN PROVIDED MAGAZINES WHICH ARE IDENTICAL IN DESIGN, QUALITY, AND PERFORMANCE AS THOSE MAGAZINES BEING DELIVERED TO COLT'S FOR COLT'S U.S. GOVERNMENT 5.56MM M4 CARBINE PRODUCTION AND FNMI FOR FNMI'S U.S. GOVERNMENT 5.56MM M16A2 AND M16A4 PRODUCTION.
- MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250'S) ARE REQUIRED DUE TO MULTIPLE DELIVERIES. THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR) IS AUTHORIZED TO SIGN OFF ON THE DD250'S FOR PAYMENT PURPOSES ONLY. THE QAR ONLY NEED TO VERIFY THAT THE CORRECT ITEMS AND QUANTITIES ARE BEING SHIPPED. ACCELERATED DELIVERY IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.
- PACKAGING WILL BE IN ACCORDANCE WITH CLAUSE DS6413 WHICH IS INCLUDED AS PART OF THIS AWARD.
- DEMILITARIZATION-SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY 1-MUNITIONS LIST ITEMS) (CLAUSE HS7500) AND NOTICE OF DEMILITARIZATION REQUIREMENT (CLAUSE AS7500) IS INCLUDED.
- THE SHIPPING POINT FOR THIS CONTRACT IS:

SHIPPING POINT: PARK CITY PACKAGING, INC.
480 SNIFFEN LANE
STRATFORD, CT 06497
(203) 378-7384

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*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>MAGAZINE, 30 ROUND</u>	650000	EA	\$ 5.96000	\$ 3,874,000.00
	NSN: 1005-00-921-5004 NOUN: MAGAZINE,CARTRIDGE FSCM: 19200 PART NR: 8448670 SECURITY CLASS: Unclassified PRON: M131S137M1 PRON AMD: 01 ACRN: AA AMS CD: 070011HFAG4 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: DS6413 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092294A154 W25G1U J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 40,000 25-JAN-2003 002 60,000 25-FEB-2003 003 60,000 25-MAR-2003 004 60,000 25-APR-2003 005 60,000 25-MAY-2003 006 60,000 25-JUN-2003 007 60,000 25-JUL-2003 008 60,000 25-AUG-2003 009 60,000 25-SEP-2003 010 60,000 25-OCT-2003 011 60,000 25-NOV-2003 012 10,000 25-DEC-2003 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				

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PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
 Level of Packing: COMMERCIAL
 Quantity Per Unit Package: 1
 Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

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in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NA

(End of clause)

(DS6413)

Name of Offeror or Contractor: OKAY INDUSTRIES INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG							JOB		
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION					ORDER	ACCOUNTING	OBLIGATED
									NUMBER	STATION	AMOUNT
0001AA	M131S137M1	AA	2	97	X4930AC6G	6D	26FB	S11116		W52H09	\$ 3,874,000.00
	070011HFAG4										
										TOTAL	\$ 3,874,000.00
SERVICE									ACCOUNTING		OBLIGATED
NAME		TOTAL BY ACRN		ACCOUNTING CLASSIFICATION					STATION		AMOUNT
Army		AA		97	X4930AC6G	6D	26FB	S11116	W52H09	\$	3,874,000.00
									TOTAL	\$	3,874,000.00

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is HartlebenC@ria.army.mil. The data fax number for submission is (309) 782-3813, ATTN: Cean Hartleben.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(End of Clause)

(HS6510)

2	52.245-4575 TACOM-RI	DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY I - MUNITIONS LIST ITEMS)	FEB/1995
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(a) Definitions. (i) 'Excess property,' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) 'Significant Military Equipment (SME),' means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) 'Munitions List Items (MLI),' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

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(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

- (1) The following items are considered to be SME and require total destruction worldwide:
- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
 - (ii) Shotguns and all components and parts;
 - (iii) Shoulder fired grenade launchers and all components and parts;
 - (iv) Man portable rocket launchers and all components and parts;
 - (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
 - (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
 - (vii) Rifle grenade launchers and all components and parts;
 - (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
 - (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
 - (x) Technical data related to the manufacture or production of any defense article enumerated above.

- (2) The following items are considered to be SME accessories and require key point demilitarization worldwide:
- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.
- (3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

- (i) Silencers, suppressors and mufflers (total destruction).
- (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

- (4) The following items are considered to be MLI and to not require demilitarization:
- (i) Clips for the M1 Rifle.
 - (ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

- (e) Method and degree of demilitarizations.
- (1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting

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utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled ''Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2002

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii.) Alternate I to 52.219-5.
- ☐ (iii.) Alternate II to 52.219-5.
- ☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ☐ (10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- ☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☐ (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

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- ____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ____(18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).
- ____(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
- ____(ii) Alternate I of 52.225-3.
- ____(iii) Alternate II of 52.225-3.
- ____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- ____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- ____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- ____(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- ____(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- ____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- X (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ____ (ii) Alternate I of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- ____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).
- ____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless

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of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (End of clause)

(IF6272)

3	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUL/2002
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).
- ☐ 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (Sep 2001)(41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities (Apr 2002)(10 U.S.C.2533a note)
- ☒ 252.225-7014 Preference for Domestic Speciality Metals (Mar 1998) (10 U.S.C. 2533a note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2533a note).
- ☒ 252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)
(☐ Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).

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____252.225-7021 Trade Agreements (Sep 2001)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)

____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).

____252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).

____252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998) (____Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

____252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

 X 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

____252.247-7023 Transportation of Supplies by Sea (May 2002) (____Alternate I)(Mar 2000) (____Alternate II) (Mar 2000)(10 U.S.C. 2631).

____252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Mar 1998)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)